

Memorandum of Association

Memorandum and Articles of Association of Badminton Association of England Limited

The Companies Act 1985

Company Limited by Guarantee and not having a share capital

Memorandum of Association of Badminton Association of England Limited

(As altered by special Resolution passed on the 2nd day of February 1986)

1. *The Company's name is "BADMINTON ASSOCIATION OF ENGLAND LIMITED".
2. The Company's registered office will be situated in England and Wales
3. The objects for which the Association is established are:-
 - (a) To acquire the assets and undertaking of the unincorporated Association called The Badminton Association of England and with a view thereto to enter into any agreement or agreements for that purpose.
 - (b) To act as the governing body for the sport and recreation of badminton in England, the Isle of Man and the Channel Islands (which territories are referred to below as "England"), through or in conjunction with County or other appropriate badminton Associations in the several parts of England, as may be appropriate and expedient.
 - (c) To promote and encourage the game of badminton; and to further the growth and development of the game of badminton.
 - (d) To contribute to national and international goodwill, friendship and understanding in co-operation with the International Badminton Federation, its member bodies and other bodies having similar or sympathetic aims.
 - (e) To be affiliated to the International Badminton Federation whose current Laws shall be the Laws of the game of badminton.
 - (f) To make and enforce byelaws and regulations, and to formulate and issue guidelines concerning all forms and aspects of the game of badminton within the aforesaid Laws.
 - (g) To protect the interests of the game of badminton and to work for improved facilities for the game of badminton in England.
 - (h) To create and promote by publicity and education an informed and interested public opinion on the value and importance of the game of badminton.
 - (i) To promote and organise or assist in promoting and organising international matches, tournaments, exhibitions and other events and to enter into any agreements and make any arrangements which may be necessary or convenient in connection therewith either alone or in conjunction with any other person or persons or any other body, company or organisation.
 - (j) To select, train and administer competitors to represent the Association.
 - (k) To be a member of and co-operate with all such bodies, organisations and associations whether within England or not as may be thought fit by the Council of Management of the Association which have as one of their objects the promotion of international goodwill through the medium of any of the activities referred to above and in particular to represent badminton players of England in such bodies, organisations or associations, and to present their views and interests to any appropriate authorities in other countries.
 - (l) To arrange and provide for, or join in arranging and providing for, the holding of courses of instruction and exposition in badminton skills and techniques, the testing of skills and techniques, the establishment and conduct of a system of qualification for persons involved in such courses and testing, the establishment of standards of proficiency and the award of certificates or badges or attainment.
 - (m) To provide by meetings, publications, exhibitions, lectures and addresses, displays of pictures, films, models, or by any other means, the collection and dissemination of knowledge about badminton and promote the provision or development of additional facilities.

* The name of the Company was changed from "EVETRUE LIMITED" on the 23rd day of May 1986.

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- (n) To provide and supply information and advice to members concerning the practice of competitive and recreational badminton by means of books, periodicals, magazines, journals, leaflets, advertisements or any other appropriate methods.

And the Association shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:-

- (A) To purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges and to construct, maintain and alter buildings or erections.
- (B) To sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Association.
- (C) To prepare, print, produce, publish, sell or otherwise circulate, reports, surveys, books, articles, brochures, pamphlets, magazines, journals, periodicals, leaflets, advertisements, films, programmes for radio, television and all communications media as the Association may think fit.
- (D) To present, produce, promote, organise, manage and conduct any meetings, lectures, classes, debates, conferences, libraries, demonstrations or exhibitions as the Association may think fit.
- (E) From time to time fix and charge such reasonable charges, fees, levies, or prices, as is thought fit for admission to or otherwise in respect of any such lectures, classes, debates, conferences, libraries, demonstrations or exhibitions as aforesaid or in respect of any services (including the publication, distribution and sale of literature and other material) to members or to the public or in respect of entry fees for Association events as well as admission charges and the like.
- (F) To borrow or raise money for the objects of the Association on such terms and on such security as may be thought fit.
- (G) To take and accept any gift of money, property or other assets whether subject to any special trust or not for any one or more of the objects of the Association.
- (H) To issue appeals and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions or otherwise.
- (I) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts.
- (J) To invest moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.
- (K) To make any donations in cash or assets or establish or support or aid in the establishment or support of or guarantee, constitute or lend money (with or without security) to or for any charitable associations or institutions in any way connected with the purposes of the Association or calculated to further its objects.
- (L) To undertake and execute charitable trusts.
- (M) To engage and pay any person or persons whether on a full time or part time basis or whether as consultant or employee to supervise, organise and carry on the work of and advise the Association.
- (N) Subject to the provisions of Clause 4 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives and other dependants.
- (O) To amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Association.
- (P) To pay out of funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association.
- (Q) To initiate, support and co-ordinate with others in proposals and activities calculated to assist in the promotion of the Association's objects.
- (R) To raise levy collect and receive money and funds by way of subscriptions, contributions, donations, legacies, grants or any other lawful methods and to accept and receive gifts of property of any description for or towards all or any of the objects of the Association.
- (S) To do all such lawful things as will further or are conducive and incidental to the attainment of the objects of the Association or any of them.

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Provided that:

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts.
- (ii) The Association's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers or trade unions.
- (iii) In case the Association shall from time to time take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Association shall not sell, mortgage, charge or lease the same without the same such authority, approval or consent as may be required by law, and as regards any such property the Council of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council have been if no incorporation had been effected and the incorporation of the Association shall not as regards any such property diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

4. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise, howsoever by way of profit, to members of the Association and no member of its Council shall hold any full-time office of the Association paid by salary or fees, or receive any remuneration or other benefit in respect of such full-time office in money or money's worth from the Association.

Provided that nothing herein shall prevent any payment in good faith by the Association:

1. Of reasonable and proper remuneration to any members, officer or servant of the Association (including even such as are members of its Council providing the same are only part-time as opposed to full-time officers or servants of the Association) for any services rendered to the Association and of out of pocket expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Association.
 2. Of interest on money lent by a member of the Association or of its Council at a rate per annum not exceeding 2% more than the base lending rate prescribed for the time being by the National Westminster Bank Plc.
 3. To any member of its Council or of any Standing Committee (or sub-committee of a Standing Committee or a Committee of Management) of out of pocket expenses.
 4. Of reasonably and proper rent for premises demised or let by any member of the Association or of its Council.
5. The liability of the members is limited.
 6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.
 7. If upon the winding up or dissolution of the Association, there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Association but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Association under or by virtue of Clause 5 hereof, such institution or institutions to be determined by Members of the Association at or before the time of dissolution and in so far as effect cannot be given to such provisions then to some charitable object.